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9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 JAMES ESTAKHRIAN, on behalf  
13 of himself and all others similarly  
14 situated,

15 Plaintiff,

16 V.  
17 MARK OBENSTINE,  
18 BENJAMIN F. EASTERLIN IV,  
19 TERRY A. COFFING, King &  
20 Spalding, LLP, and MARQUIS &  
21 AURBACH, P.C.,

22 Defendants.

23 Case No. CV11-3480 FMO (CWX)

24 Assigned to Hon. Fernando M. Olguin;  
25 Discovery Motions Assigned to Magistrate  
26 Judge Carla Woehrle

27 CONFIDENTIALITY STIPULATION  
28 AND PROTECTIVE ORDER

1 Brad H. Friedmutter and Plaintiff James Estakhrian and their counsel hereby  
2 stipulate as follows:

3 WHEREAS, Plaintiff is a party in the Action entitled *Estakhrian v. Obenstine*, et  
4 al. Civil Action No. 11-cv-03480-FMO (CWX) (the "Action").

5 WHEREAS, Plaintiff has issued a subpoena in the Action seeking the production  
6 of documents by Friedmutter.

7 WHEREAS, information and documents sought from Friedmutter are subject to a  
8 confidentiality provision of an agreement between Friedmutter and Nevada Property 1,  
9 LLC, and/or may be of a private, confidential nature.

10 THEREFORE, the purpose of this Confidentiality Stipulation and Protective Order  
11 is to permit Friedmutter to provide documents in response to the subpoena and to  
12 reasonably limit disclosure of such information.

13 IT IS HEREBY AGREED AND STIPULATED THAT:

14 1. Information and documents sought from Friedmutter may contain or relate  
15 information that is subject to a confidentiality provision of an agreement between  
16 Friedmutter and Nevada Property 1, LLC.

17 2. This Confidentiality Stipulation and Proposed Protective Order (hereinafter  
18 "Protective Order") shall govern all information sought from Friedmutter, including  
19 without limitation, documents in written or electronic form produced in response to a  
20 subpoena, and deposition or other oral testimony (collectively "Discovery Materials").

21 3. The provisions of this Protective Order shall apply to: (i) Friedmutter and Plaintiff,  
22 (ii) counsel of record in this Action, as well as associates, paralegals, legal assistants,  
23 secretarial and clerical employees, including outside copy services, who are assisting  
24 counsel in the prosecution and/or defense of this Action, and (iii) any other person or  
25 entity who produces or provides Discovery Materials in this Action and agrees to be  
26 bound by the terms of this Protective Order.

27 4. The documents produced and testimony given in the Action by Friedmutter shall be  
28 deemed Confidential Discovery Materials.

1       5. Confidential Discovery Materials shall not be disclosed except in accordance with  
2 the terms, conditions, and restrictions of this Protective Order. Plaintiff shall not use  
3 Confidential Discovery Materials for any purpose other than in connection with the  
4 prosecution of the Action.

5       6. Plaintiff shall not, without the written consent of Friedmutter, disclose Confidential  
6 Discovery Materials to persons other than the following and, as to such persons,  
7 disclosure shall be limited to the extent reasonably necessary for the prosecution of this  
8 Action:

9             (a) Counsel of record in this Action, as well as associates, paralegals, legal  
10 assistants, secretarial and clerical employees, including outside copy services, who are  
11 assisting counsel in the prosecution and/or defense of this Action;

12             (b) The parties' in-house counsel who are assisting in the prosecution and/or  
13 defense of this Action;

14             (c) The named parties in this Action and employees, officers, and directors of  
15 named parties;

16             (d) Any expert retained or consulted in connection with the prosecution and/or  
17 defense of this Action;

18             (e) Any non-party deponents or witnesses at depositions or hearings, as reasonably  
19 necessary to give their testimony;

20             (f) Court reporters and stenographers; and

21             (g) The Court and any persons employed in the Court whose duties require access  
22 to Confidential Discovery Materials.

23       7. All persons to whom Confidential Discovery Materials are disclosed pursuant to  
24 subparagraphs 6(a)-(f) shall be advised of the existence of this Protective Order. All  
25 persons to whom Confidential Discovery Materials are disclosed must agree to the terms  
26 of this Protective Order and abide by them.

27       8. Within sixty (60) days of the conclusion of this Action, all Confidential Discovery  
28 Materials, including any summaries and copies thereof, shall be returned to the producing

1 or providing party or witness to be destroyed, or shall be destroyed. Within that time,  
2 counsel for receiving parties shall provide to the party or witness producing or providing  
3 Confidential Discovery Materials a declaration stating that all such Discovery Materials,  
4 including copies or summaries thereof, have been returned or destroyed.

5 9. This Protective Order may be modified by written stipulation signed by the parties  
6 or counsel or by order of the Court. Nothing in this Protective Order shall prohibit a party  
7 from seeking or receiving further protection of confidential information by stipulation, by  
8 application to the Court upon notice, or upon other order of the Court, or from seeking  
9 other or additional protective orders.

10 10. Neither the taking of any Action in accordance with the provisions of this Protective  
11 Order, nor the failure to object hereto, shall be construed as a waiver of any claim or  
12 defense in this Action. This Protective Order shall not be construed as a waiver of any  
13 right to object to the furnishing of information in response to discovery and, except as  
14 expressly provided, shall not relieve any party or witness of the obligation to produce  
15 information sought in the course of discovery. The production or provision of Discovery  
16 Materials subject to this Protective Order shall not constitute an admission as to the  
17 admissibility at trial of any Discovery Material.

18 11. Any violation of this Protective Order may result in a party requesting any available  
19 sanction by way of noticed motion, or *ex parte* application if the requirements for an *ex*  
20 *parte* application have been met.

21 12. This Protective Order may be signed on separate signature pages. These separate  
22 signature pages will become part of the integrated Protective Order. Where convenient  
23 for the parties to do so, the signed signature pages may be facsimile transmissions.

24 IT IS SO AGREED AND STIPULATED:

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1 DATED: January 30, 2014  
2

MEHRI & SKALET, PLLC

3  
4 By: Taryn Wilgus Null  
5 TARYN WILGUS NULL

6 Attorneys for Plaintiff  
7 JAMES ESTAKHRIAN

8 DATED: January 30 2014  
9

10 By: Ben Thalrose  
11 BEN THALROSE

12 Attorney for  
13 FRIEDMUTTER GROUP

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## **ORDER**

On reading the Confidentiality Stipulation and Protective Order and good cause appearing,

**IT IS SO ORDERED.**

Dated: Feb. 24, 2014

Carla M. Woehrle  
JUDGE